

April 6, 1979 9-035A-22

10260
RECORDATION NO. Filed 1425

APR 06 1979

Secretary
Interstate Commerce Commission
Washington, D.C.

APR 6 1979-10 35 AM

INTERSTATE COMMERCE COMMISSION

CC Washington

Dear Sir:

Enclosed for recordation pursuant to the provisions of Section 11303(a) of Title 49 of the United States Code and the rules and regulations thereunder is one counterpart of a Limited Recourse Promissory Note-Security Agreement dated March 29, 1979.

A general description of the railroad equipment covered by the enclosed document is contained in the attached Schedule.

The names and addresses of the parties to the enclosed document are:

PAYOR or DEBTOR DSN Enterprises, Inc.
 10 South LaSalle Street
 Chicago, Illinois 60603

PAYEE or SECURED PARTY Comet Leasing Corp.
 130-30 31st Avenue
 Flushing, New York 11354

The undersigned is agent for the Payee/Secured Party mentioned in the enclosed document for the purpose of submitting the enclosed document for recordation and has knowledge of the matters set forth therein.

Also enclosed is a remittance in the amount of \$50 in payment of recordation fees.

Very truly yours,

ALVORD AND ALVORD
as Agent for Comet Leasing Corp.

By Charles T. Kappler
Charles T. Kappler

RECEIVED

SCHEDULE

<u>Description</u>	<u># of Units</u>	<u>Identification Numbers</u>
Half Dome Coach	7	904, 905, 907, 911-913, 909
Half Dome Diners	3	801, 802, 805
Kitchen Dormitory	1	593
Sleeper	2	AM2241, AM2803
Sleeper	2	250, 252
Caboose	1	93
Single Level Auto Carrier	1	194
Low Level Coach	1	582
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Crew Sleepers	2	630, 631
Caboose	2	91, 92
Yard Locomotives	4	622-625
Single Level Carrier*	6	190-193, 195-196
Auto Carrier/Caboose*	3	3, 6, 12
Full Dome Coaches*	13	510-515, 520-521, 523- 524, 522, 540, 541
Half Dome Coaches*	2	460, 470
Half Dome Coaches*	10	700-709
Half Dome Coach*	1	902
Half Dome Diners*	5	804, 806, 807, 803, 808
Diner*	4	590, 592, 594, 598
Diner*	1	570
Diner*	1	580
Kitchen Dormitories*	4	591, 595, 597, 599
Sleepers*	6	201-206
Sleepers*	2	304, 305
Steam Generators*	6	1130, 1132, 1134, 1136- 1138
Bi-Levels*	7	4, 17, 21, 22, 23, 25, 26
Tri-Levels*	20	101-120
Tri-Level Prototype*	1	100

* Subject to a first Lien of Commercial Credit Industrial Corp. and a second Lien of Riggs National Bank.

The rights of the parties hereto are subject to the conditions referred to in letters of consent issued by Commercial Credit Industrial Corp., 300 St. Paul Place, Baltimore, Maryland 21202, and Riggs National Bank of Washington, D.C. dated March 29, 1979 and to the Liens.

③

RECORDATION NO. 10260 Filed 1425

LIMITED RECOURSE PROMISSORY NOTE - SECURITY AGREEMENT

APR 6 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

\$13,980,000

Date: March 29, 1979

FOR VALUE RECEIVED, the undersigned, DSN ENTERPRISES, INC., a Delaware corporation having an office and place of business at 10 South LaSalle Street, Chicago, Illinois 60603 ("Payor" or "Debtor"), promises to pay to COMET LEASING CORP., a Delaware corporation at its principal office and place of business at 130-30 31st Avenue, Flushing, New York 11354 ("Payee" or "Secured Party"), the principal sum of \$13,980,000, together with interest thereon from the date hereof at the rate of 12% per annum. Subject to the provisions with respect to acceleration contained in Section 6 below and the provisions with respect to prepayment and deferral set forth in Section 5 below, this Note shall be payable in 134 consecutive combined monthly payments of principal and interest in the amount of \$189,840.99 each, with the first monthly payment due and payable on February 28, 1983 and each subsequent monthly payment due and payable on the last day of each month thereafter to and including March 31, 1994. Interest in the amount of \$18,640 for the period through March 31, 1979 shall be payable on such date (it being acknowledged however that \$6,669.62 thereof has been paid simultaneously herewith by cashier's or certified check) and interest for the period from April 1, 1979 through January 31, 1983 shall be payable in 46 consecutive monthly installments of \$139,800 each payable on the last day of each month commencing April 30, 1979 (it being acknowledged, however, that \$6,333.04 of each of the first ten such interest payments has been paid simultaneously herewith); provided, however, that \$50,000 of each interest payment to be made hereunder on February 28, 1980 and on the last day of each of the eleven months thereafter shall be paid to Payee simultaneously with the execution and delivery of this Note, by the delivery to Payee on the date hereof of a promissory note of even date of Payor to the order of Payee in the principal amount of \$600,000 (the "1980 Recourse Note") (it being understood and agreed that, as a result of this proviso, and in addition to the payments to be made by Payor to Payee pursuant to the 1980 Recourse Note, on February 28, 1980 and on the last day of

each of the eleven months next following February 28, 1980, Payor shall only be obligated to pay to Payee \$89,800); provided, further, that \$45,833.33 of each interest payment to be made hereunder on February 28, 1981 and on the last day of each of the eleven months thereafter shall be paid to Payee simultaneously with the execution and delivery of this Note, by the delivery to Payee on the date hereof of a promissory note of even date of Payor to the order of Payee in the principal amount of \$550,000 (the "1981 Recourse Note") (it being understood and agreed that, as a result of this proviso, and in addition to the payments to be made by Payor to Payee pursuant to the 1981 Recourse Note, on February 28, 1981 and on the last day of each of the eleven months next following February 28, 1981, Payor shall only be obligated to pay to Payee \$93,966.67) provided, further, that \$25,000 of each such interest payment to be made hereunder on February 28, 1982 and on the last day of each of the eleven months thereafter shall be paid to Payee, simultaneously with the execution and delivery of this Note, by the delivery to Payee on the date hereof of a promissory note of even date of Payor to the order of Payee in the principal amount of \$300,000 (the "1982 Recourse Note", the 1980, 1981 and 1982 Recourse Notes being collectively called the "Recourse Notes") (it being understood and agreed that, as a result of this proviso, and in addition to the payments made by Payor to Payee pursuant to the 1982 Recourse Note, on February 28, 1982 and on the last day of each of the eleven months next following February 28, 1982, Payor shall only be obligated to pay to Payee \$114,800). Except for payments under the Recourse Notes, each payment under this Note shall first be applied to interest which shall have accrued, but not have been paid hereunder at the time of the making of such payment, and the balance, if any, of each such payment shall be applied to reduce the then outstanding principal balance hereof. The payments to be made under the Recourse Notes shall be deemed to have been made, in equal proportionate amounts, on the last day of each of the months in respect of which each such payment is to be made.

1. Background.

Payor and Payee are parties to an agreement of even date (the "Purchase Agreement"), pursuant to which Payee has sold and assigned to Payor the equipment listed and described on the Schedule attached hereto. This Note is referred to in the Purchase Agreement as the Limited Recourse Note or, together with the Recourse Notes, as one of the Notes. In order to induce Payee to accept this Note, Payor is granting to

Payee hereunder a lien with respect to the aforesaid equipment pursuant to which payment of this Note is secured on the terms and conditions hereinafter provided.

2. Definitions.

Unless the context of this Note indicates otherwise, all terms defined in the Purchase Agreement or the Lease (as hereinafter defined) shall have the same meanings as are ascribed to such terms therein.

3. Security Interest.

To secure the payment when due of principal and interest under this Note and the payment and performance by Payor, when due, of all obligations and liabilities of Payor to Payee under this Note, the Purchase Agreement, this Agreement and any other Document (other than the Recourse Notes) (such payment under this Note, and such payment and performance of such obligations and liabilities are hereinafter referred to collectively as the "Obligations"), Payor shall and hereby does, on and as of the date hereof, grant, convey, assign and transfer to Payee, subject and subordinate, however, to (i) the right of the holders (collectively the "Senior Lienholder") of the Lien or any extension, modification, replacement, exchange or increase of the Lien permitted under the Lease (as hereinafter defined) and, (ii) the rights of the Existing Underlying Lessee and any subsequent Underlying Lessees, a purchase money security interest in and to the Equipment and all additions, replacements and attachments thereto, all leases covering the same, all other contracts calling for the disposition of the Equipment or its use, and all proceeds (collectively, the "Collateral"), including the monthly Rent (as defined in an agreement of lease (the "Lease") of even date herewith between FS Railcars, Inc., a Delaware corporation ("Railcars"), and Payor) received by Payor as lessor under the Lease.

Payor shall not cause or permit any claim, lien, security interest or other encumbrance to be imposed upon the Equipment except (i) the security interest created hereby (ii) the Lease, (iii) the Lien, including any extension, modification, replacement, exchange or increase thereof permitted under the Lease, and (iv) any claim, lien, security interest or other encumbrance arising from liabilities of or claims against Payee.

4. Prepayment.

Except as provided in Section 5 below, this Note may not be prepaid in whole, or in part, at any time.

5. Deferral, etc.

5.1 Payment of Lien. Payee does hereby agree to cause to be paid all amounts due or to become due in respect of the Lien to the holder thereof, as and when required thereunder, whether as constant payments, by acceleration or otherwise. In the event Debtor or, after termination of the Lease, any lessee or other party (except Payee, the Existing Underlying Lessee or Railcars or any of its subsidiaries or affiliates) pays the Lien or any other debt of Payee whether pursuant to the terms of the Lien or otherwise, all amounts so paid shall be deemed to be prepayments under this Note in reduction of (i) the amount of the "Section 7.1 Recourse Obligations" set forth on Schedule A annexed hereto for the period in which such payment is made, which reduction shall likewise reduce by the same amount the "Section 7.1 Recourse Obligations" in all subsequent periods, or, if subsequent to the Determination Date (as hereinafter defined), the amount of the "Section 7.1 Recourse Obligations" as defined in and determined under Section 7 hereof, and (ii) principal and interest then due under the Note in such respective amounts thereof as Payor shall elect. Nothing contained herein shall require Debtor to pay the Lien or any other debts of Payee.

5.2 Deferral. Payor shall have in addition to all other rights and remedies they may have in such event the right to defer payment of principal and interest as the same becomes due hereunder if and to the extent any amount of Rent or other sum becoming due to Payor under the Lease is not received by Payor as the same becomes due (the "Past Due Sum"). The amount of principal and interest so deferred will become due and payable at such time as, and to the extent that, Payor receives from Railcars the Past Due Sum; provided, however, that no interest shall accrue on the principal and interest payments so deferred; provided, further, however, that the amount of interest and principal so deferred shall become due and payable on March 31, 1994, whether or not Payor shall have received the Past Due Sum on or before such date.

6. Default.

6.1 Event of Default. The term "Event of Default" as used herein (except where expressly referring to an Event of Default as defined in the Lease), shall mean the occurrence and continuation of any one or more of the following events:

(a) The failure of Debtor to promptly pay when due any payment due and payable under any of the Notes which failure continues for 10 days after notice, subject however to the provisions of Section 5 hereof;

(b) The failure of Debtor to promptly and faithfully pay, observe and perform when due any of the Obligations other than those referred to in subsection (a) above or the material breach by Debtor of any material representations, warranties or covenants of Debtor herein or in any of the other Documents, which failure or material breach continues for 30 days after notice;

(c) If the Debtor shall:

(i) admit in writing its inability to pay debts generally as they become due;

(ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act;

(iii) make an assignment for the benefit of its creditors;

(iv) consent to the appointment of a receiver for itself or for the whole or substantially all of its property;

(v) on a petition in bankruptcy filed against it, be adjudicated a bankrupt; or

(vi) file a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws or any other law for the relief of debtors;

(d) If a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Debtor, a receiver for Debtor or the whole or sub-

stantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of it under any bankruptcy or insolvency laws or any other law for the relief of debtors, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(e) If, under the provisions of any law for the relief of debtors, any court of competent jurisdiction shall assume custody or control of Debtor or of the whole or any substantial part of its property without the consent of Debtor, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control;

(f) If Debtor shall sell, transfer or otherwise dispose of Collateral in violation of Section 10 below.

6.2 Acceleration. Upon the occurrence of an Event of Default the entire unpaid principal balance and all accrued but unpaid interest under each of the Notes and all other amounts payable to Secured Party pursuant to the Obligations shall, at Payee's option, be accelerated and become and be immediately due and payable and Secured Party shall have all the rights and remedies with respect to the Collateral of a secured party holding a purchase money security interest under the Uniform Commercial Code; provided, however, that such rights and remedies shall be subject and subordinate to the security and other interests and the rights and remedies of all Senior Lienholders and further provided that Secured Party shall not exercise any rights or options under this Section, and an Event of Default shall not be deemed to exist, so long as an Event of Default, as defined in the Lease, by Railcars as lessee, has occurred and is continuing and for five (5) days after the curing thereof. The Secured Party shall give Debtor reasonable notice of the time and place of any public or private sale or other intended disposition of all or any portion of the Collateral. Debtor agrees that the requirements of reasonable notice shall be

met if notice is mailed to Debtor at its address first above written not less than five (5) business days prior to the sale or other disposition. Expenses of retaking, holding, preparing for sale, selling or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and other legal expenses. Subject to the provisions of Section 6.3 hereof, Secured Party's rights and remedies, whether pursuant hereto or pursuant to the Uniform Commercial Code or any other statute or rule of law conferring rights similar to those conferred by the Uniform Commercial Code, shall be cumulative and not alternative.

7. Limited-Recourse.

7.1 Recourse Obligations. Anything in this Note, the Purchase Agreement or any other Document to the contrary notwithstanding, Payor hereunder shall be personally liable only for (a) the interest and principal due under this Note during the times (and only during the times) and in the amounts (and only to the extent of such amounts) set forth in Schedule A annexed hereto (the "Section 7.1 Recourse Obligations") and (b) the Recourse Notes. Moreover, the total amount of the Section 7.1 Recourse Obligations shall be determined in accordance with Schedule A, without giving effect to any deferral provisions of Section 5.2 hereof which might otherwise then apply, so that, as to any occurrence which, without giving effect to such provisions of Section 5.2, would otherwise constitute an Event of Default (as defined herein), the Section 7.1 Recourse Obligations shall be determined as of the date of such occurrence (the "Determination Date"); provided, however, that payment may be deferred to the extent provided for in Section 5.2 hereof.

7.2 Non-Recourse Obligations. With respect to any sums due hereunder or under any other Document other than or in excess of the Section 7.1 Recourse Obligations and the Recourse Notes, Payor's obligations shall be non-recourse ("Non-Recourse Obligations") and Payee shall look solely and only to the Collateral for the payment and performance of all of such Non-Recourse Obligations of Payor, and, with respect to such Non-Recourse Obligations, Payee, for itself and its successors and assigns, hereby expressly waives any right to enforce payment and performance by Payor in respect thereof other than to proceed against the Collateral as provided herein.

8. Replacement.

Effective upon any replacement under Section 6.2 of the Lease (i) all incidents of Secured Party's security interest in the Replaced Equipment (as defined in the Lease), ipso facto, shall cease and terminate automatically; and (ii) the schedule attached to the Purchase Agreement (the "Schedule") shall be amended, ipso facto, to delete therefrom the Replaced Equipment, as defined in the Lease (and all other information contained therein relating to the Replaced Equipment) and to add thereto the Replacement Equipment, as defined in the Lease (and other information relating to the Replacement Equipment called for by the Schedule), so that the Collateral shall include the Replacement Equipment and not the Replaced Equipment.

9. Notices.

Any notice, request or other communication required or permitted to be given under any of the provisions of this Agreement, shall be in writing and shall be deemed given on the date the same is sent by certified or registered mail, return receipt requested, postage prepaid and addressed to the party for which intended at its address set forth at the head of this Agreement together with a copy to one additional addressee as may be requested by notice hereunder or at such other address as such party may hereafter designate to the other in a like notice.

10. Restrictions on Transfer.

Except in connection with an extension, modification, replacement, exchange or increase of the Lien as permitted under the Lease, Debtor shall not sell, transfer or otherwise convey all or any portion of the Collateral unless it (i) first delivers to Secured Party an acknowledgement executed by the transferee to the effect that the transferee's interest in the Collateral transferred is subject and subordinate to the rights and interests of Secured Party and the Senior Lienholder, (ii) deliver to Secured Party an acknowledgement executed by the transferee to the effect that the transferee assumes the Obligations (to the extent that they are recourse Obligations), and (iii) deliver to Secured Party such documents and instruments of the transferee as Secured Party

may reasonably request to effectuate provisions (i) and (ii) above. In addition, Secured Party must be reasonably satisfied that no lien by or against such transferee will attach to the Equipment which is superior to those of the holder of the Lien and Secured Party. Further, Debtor shall not sell, transfer or otherwise convey any portion of the Collateral if the documents creating the Lien prohibit such transfer, unless it first obtains the written consent of the Senior Lienholder, as provided for in such documents.

11. Termination of Agreement. The security interest created hereunder shall terminate only when Debtor has fully satisfied the Obligations, whether at maturity, by acceleration or prepayment, or otherwise. At such time, Secured Party shall execute and deliver all such instruments and documents as Debtor shall reasonably request in confirmation of such termination.

12. Miscellaneous.

12.1 Financing Statements. Debtor hereby agrees from time to time to execute any financing or other statements in such form as may be necessary to evidence, perfect, and continue the perfection of, a security interest in the Collateral in favor of Secured Party in any and all jurisdictions.

12.2 Course of Dealing. No course of dealing between Payor and Payee, or any delay in exercising any rights or remedies hereunder or under any communication, report, notice or other document or instrument referred to herein, shall operate as a waiver of any of the rights and remedies of Payor or Payee.

12.3 Amendments. This Note may be amended or varied only by a document, in writing, of even or subsequent date hereof executed by Payor and Payee.

12.4 Governing Law. This Note shall be governed by and interpreted under the laws of the State of New York applicable to contracts made and to be performed therein without giving effect to the principles of conflict of laws thereof; provided, however, that the parties shall be entitled

to all rights conferred by Section 11303 of Title 49 of the U.S. Code (formerly Section 20c of the Interstate Commerce Act) and such additional rights arising out of the filing, recording or deposit hereof or of any financing statement or other document relating hereto, if any, as shall be conferred by the laws of the jurisdictions in which this Agreement or such financing statement or other document shall be filed, recorded or deposited.

12.5 Successors and Assigns. This Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

12.6 Severability. The invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provision.

12.7 Headings. The descriptive headings in this note are for convenience of reference only, and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the Payor has executed this instrument on the date and year first above written.

PAYOR: DSN ENTERPRISES, INC.

By: *Jerry H. Sudeman*
Asst. Vice President

AGREED TO:

COMET LEASING CORP.

By: _____

to all rights conferred by Section 11303 of Title 49 of the U.S. Code (formerly Section 20c of the Interstate Commerce Act) and such additional rights arising out of the filing, recording or deposit hereof or of any financing statement or other document relating hereto, if any, as shall be conferred by the laws of the jurisdictions in which this Agreement or such financing statement or other document shall be filed, recorded or deposited.

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IN WITNESS WHEREOF, the Payor has executed this instrument on the date and year first above written.

PAYOR: DSN ENTERPRISES, INC.

By: _____

AGREED TO:

COMET LEASING CORP.

By: _____

Jacques Pomeroy Pres.

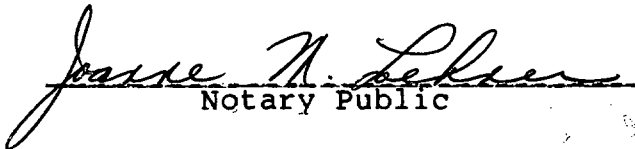
STATE OF *Illinois*)
 :
COUNTY OF *Cook*) SS.:

On this *22nd* day of March, 1979, before me personally appeared *Jerry H. Buderman*, to me known and being by me duly sworn, did depose and say that he is the *Asst. Vice President* of DSN ENTERPRISES, INC., the corporation which executed the foregoing instrument and that he executed such instrument on behalf of such corporation by order of the Board of Directors of such corporation.

Maureen E. O'Connor
Notary Public

STATE OF *New York*)
COUNTY OF *New York* : ss.:

On this *21st* day of *March*, 1979, before me personally appeared *Jacques Pomeranz* to me personally known, who being by me duly sworn, did depose and say that he is the *President* of *Comet Leasing Corp.*, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

JOANNE M. LOEHNER
Notary Public, State of New York
No. 41-4525650
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1980

Schedule A

To

Limited Recourse Promissory
Note-Security Agreement dated
March 22, 1979 between
DSN Enterprises, Inc. and
Comet Leasing Corp.

Payor's Maximum Aggregate
Amount of Section 7.1
Recourse Obligations

Period of Section 7.1
Recourse Obligation

1. \$ 50,000	From the date hereof through January 31, 1980 (inclusive)
2. \$2,250,000	From February 1, 1980 through January 31, 1981 (inclusive)
3. \$4,250,000	From February 1, 1981 through January 31, 1982 (inclusive)
4. \$5,800,000	From February 1, 1982 through January 31, 1983 (inclusive)
5. \$6,200,000	From February 1, 1983 through January 31, 1984 (inclusive)
6. \$6,450,000	From February 1, 1984 through January 31, 1985 (inclusive)
7. \$6,600,000	From February 1, 1985 through January 31, 1986 (inclusive)
8. \$6,650,000	From February 1, 1986 through January 31, 1987 (inclusive)
9. \$6,600,000	From February 1, 1987 through January 31, 1988 (inclusive)
10. \$6,400,000	From February 1, 1988 through January 31, 1989 (inclusive)

Payor's Maximum Aggregate
Amount of Section 7.1
Recourse Obligations

Period of Section 7.1
Recourse Obligation

11. \$6,050,000

From February 1, 1989 through
January 31, 1990 (inclusive)

12. \$5,520,000

From February 1, 1990 through
January 31, 1991 (inclusive)

13. \$4,350,000

From February 1, 1991 through
January 31, 1992 (inclusive)

14. \$2,500,000

From February 1, 1992 through
January 31, 1993 (inclusive)

15. \$ 400,000

From February 1, 1993 through
January 31, 1994 (inclusive)

16. \$ -0-

From and after February 1, 1994

SCHEDULE

<u>Description</u>	<u># of Units</u>	<u>Identification Numbers</u>
Half Dome Coach	7	904, 905, 907, 911-913, 909
Half Dome Diners	3	801, 802, 805
Kitchen Dormitory	1	593
Sleeper	2	AM2241, AM2803
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Caboose	1	93
Single Level Auto Carrier	1	194
Low Level Coach	1	582
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Tri-Levels*	20	101-120
Tri-Level Prototype*	1	100

* Subject to a first Lien of Commercial Credit Industrial Corp. and a second Lien of Riggs National Bank.